

C-3724

**AMENDMENT NO. FIVE TO
PROFESSIONAL SERVICES AGREEMENT
WITH RBF CONSULTING FOR
JAMBOREE ROAD WIDENING OVER SR-73**

THIS AMENDMENT NO FIVE TO AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into as of the 11 day of ~~September~~^{NOVEMBER}, 2012, by and between the CITY OF NEWPORT BEACH, a California Municipal Corporation and Charter City ("City"), and RBF CONSULTING, a California corporation ("Consultant"), whose address is 14725 Alton Parkway, Irvine, CA 92618, and is made with reference to the following:

RECITALS

- A. On April 12, 2005 City and Consultant entered into a Professional Services Agreement ("Agreement") for the Jamboree Road Widening Over SR-73 Project ("Project").
- B. On August 8, 2006 City and Consultant entered Amendment No. One to the Agreement to increase the scope of work and increase the total compensation ("Amendment No. One").
- C. On April 7, 2009 City and Consultant entered Amendment No. Two to the Agreement to extend the term of the Agreement to December 31, 2011 ("Amendment No. Two").
- D. On July 8, 2010 City and Consultant entered Amendment No. Three to the Agreement to reflect additional services not included in the Agreement or prior Amendments, to extend the term of the Agreement to December 31, 2012, to increase the total compensation, and to update various standard terms to the Agreement ("Amendment No. Three").
- E. On October 11, 2011 City and Consultant entered Amendment No. Four to the Agreement to reflect additional services not included in the Agreement or prior Amendments, to increase the scope of work, and to increase the total compensation ("Amendment No. Four").
- F. City desires to enter into this Amendment No. Five to increase the scope of work, to extend the term of the Agreement to December 31, 2013, and to increase the total compensation
- G. City and Consultant mutually desire to amend this Agreement, as provided below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

Section 1 of the Agreement shall be amended in its entirety and replaced with the following: The term of the Agreement shall commence on the Effective Date, and shall terminate on December 31, 2013, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

Section 2 of the Agreement, as previously amended, shall be supplemented to include the Addendum for Construction Support Services dated August 21, 2012, attached hereto as Exhibit A and incorporated herein by reference. City may elect to delete certain tasks of this Exhibit A at its sole discretion.

3. COMPENSATION TO CONSULTANT

The introductory paragraph to Section 4 of the Agreement, as previously amended, shall be amended in its entirety and replaced with the following: City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Construction Support Task/Hour Breakdown attached to Exhibit A and incorporated herein by reference, and the Hourly Rate Schedule contained in Exhibit B of the Agreement. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **One Million One Hundred Sixty-Three Thousand, Five Hundred Fifty-Five Dollars and No/100 (\$1,163,555.00)** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

3.1 The Total Amended Compensation reflects Consultant's additional compensation for additional services to be performed in accordance with this Amendment No. Five in an amount not to exceed Thirty-Six Thousand, Five Hundred Ninety-Six Dollars and No/100 (\$36,596.00).

4. INSURANCE

Section 14 of the Agreement shall be amended in its entirety and replaced with the following: Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

5. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement, as amended shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 9/20/12

By: [Signature]
Aaron C. Harp
City Attorney

MB 9-24

**CITY OF NEWPORT BEACH,
a California municipal corporation**

Date: 10/12/2012

By: [Signature]
Dave Kiff
City Manager

**CONSULTANT: RBF CONSULTING,
a California corporation**

Date: 10/9/12

Attest: [Signature]
City Clerk 10-9-12

By: [Signature]
Gary L. Warkentin
Senior Vice President

Date: 10/9/12

By: [Signature]
~~Douglas J. Frost~~
~~Executive Vice President and Chief~~
~~Financial Officer~~

S. Robert Kallenbaugh, Chief Executive Officer
[END OF SIGNATURES]



Attachments: Exhibit A – Addendum for Construction Support Services dated 8/21/12
 Exhibit B – Hourly Rate Schedule
 Exhibit C – Insurance Requirements

EXHIBIT A
SERVICES TO BE PERFORMED



August 21, 2012

JN 10-104114.003

Andy Tran, P.E.
Senior Civil Engineer
City of Newport Beach
3030 Newport Boulevard
Newport Beach, CA 92663

Subject: Jamboree Road / SR-73 Bridge Widening Project –
Addendum for Construction Support Services

Dear Andy:

RBF Consulting (RBF) is submitting this addendum request for continued construction support services for the Jamboree Road/SR-73 Bridge Widening project in the City of Newport Beach. Our proposal includes the following Scope of Work and attached Task/Hour Breakdown and Fee Proposal.

SCOPE OF WORK

During the course of construction, RBF has provided construction support services to the City on a time and materials basis in response to contractor requests for information (RFI's), shop drawing review, and change order preparation. When the budgets for these tasks were exhausted, we began to invoice against remaining tasks that we had not yet begun, such as preparing Record Drawings and submitting electronically to Caltrans. As the construction nears an end and these tasks will soon be required to commence, RBF is requesting additional budgets to reinstall these tasks to their originally agreed to amounts and to increase the budget amount for responding to contractor RFI's through the end of construction.

Additionally, during the course of construction, the City requested that RBF develop construction details for pavement rehabilitation at the Jamboree/Bristol Street South and Jamboree/Bristol Street North intersections.

Task 3 Additional Drawings

RBF will prepare two construction details sheets for proposed pavement rehabilitation at the Jamboree/Bristol Street South and Jamboree/Bristol Street North intersections. Our scope of work for this task includes field surveying to establish existing joint locations and existing pavement elevations within the intersections. The pavement rehabilitation will include a 2-inch grind of the existing pavement and a variable depth AC overlay to resurface the intersections. Profiles will be developed along lane lines to ensure a smooth driving surface through the intersections.

One hundred (100) hours is budgeted for this task.

PLANNING ■ DESIGN ■ CONSTRUCTION

14725 Alton Parkway, Irvine, CA 92618-2027 ■ P.O. Box 57057, Irvine, CA 92619-7057 ■ 949.472.3505 ■ FAX 949.472.8373

Offices located throughout California, Arizona & Nevada ■ www.RBF.com

Task 5 Respond to Inquiries/Requests for Information (RFI's)

The original construction support services contract included a budget amount of \$19,100 for responding to contractor RFI's. Throughout the construction duration this amount has been exhausted. RBF is requesting an additional budget amount of \$8,880 to complete this task through the completion of construction.

Sixty (60) hours is budgeted for this task.

Task 7 Record Drawings

This task has been invoiced at 100% for work associated with responding to contractor RFI's, shop drawing review, and change order preparation. RBF is requesting an additional budget amount of \$10,720 to reinstate this task to the original contract amount. The following is the original scope of work for this task:

Following the completion and acceptance of the project, RBF will furnish the City with a complete set of revised full size reproducible as-built plans. Revisions will be based solely on as-built information provided by the City or its representative. RBF assumes no responsibility for the accuracy of the information provided by the City or its representative.

One hundred (100) hours is budgeted for this task.

Task 8 Electronic Submittal to Caltrans

At this time 7.5 hours have been invoiced for this task for work associated with responding to contractor RFI's, shop drawing review, and change order preparation. RBF is requesting an additional budget amount of \$1,184 to reinstate this task to the original contract amount. The following is the original scope of work for this task:

Following the completion and acceptance of record drawings, RBF will furnish Caltrans with a complete set of record drawings (hard copy and electronic format) in accordance with the Cooperative Agreement between Caltrans and the City. The scope does not include conversion of files from Microstation v7 format to Microstation v8 format. Electronic submittal to the Office Engineer (OE) is explicitly excluded from this task. A separate scope and fee will be provided if any of the above exclusions become a requirement by Caltrans.

Eight (8) hours is budgeted for this task.

The estimated budget for continued support services is \$36,596. Professional services during this phase will be on a time and material basis. RBF looks forward to continuing to work with the City of Newport Beach on this important project. Please contact me at (949) 855-3625 if you have any questions.

Mr. Andy Tran
August 21, 2012
Page 3

Sincerely,

A handwritten signature in black ink, reading "Gary L. Warkentin". The signature is fluid and cursive, with the first name "Gary" being more prominent and the last name "Warkentin" following in a similar style.

Gary L. Warkentin
Senior Vice President
Transportation Planning

cc: Carrie Davis, MS 415
Stefan Hoffmeister, MS 420
Janie Janks, MS 130

H:\pdata\10104114\Admin\contract\4114 CSS AWR.docx



**JAMBOREE ROAD / SR-73 BRIDGE WIDENING PROJECT
CONSTRUCTION SUPPORT TASK/HOUR BREAKDOWN**

8/21/2012

TASK		TOTAL	
		Hours	\$
3	Additional Drawings	100	15,812
5	Respond to Inquiries/Requests for Information (RFI's)	60	8,880
7	Record Drawings	100	10,720
8	Electronic Submittal to Caltrans	8	1,184
	TOTAL FEE	268	\$36,596

EXHIBIT B
HOURLY RATE SCHEDULE

EXHIBIT B



HOURLY RATE SCHEDULE Effective January 2010 through December 2012

<u>OFFICE PERSONNEL</u>		<u>\$/ Hr.</u>
Senior Principal.....		\$245.00
Principal.....		225.00
Project Director.....		215.00
Senior Project Manager.....		200.00
Project Manager.....		195.00
Structural Engineer.....		195.00
Technical Manager.....		180.00
Senior Engineer.....		163.00
Senior Planner.....		163.00
Electrical Engineer.....		156.00
Landscape Architect.....		150.00
Senior GIS Analyst.....		150.00
Project Engineer.....		148.00
Project Planner.....		148.00
Environmental Specialist.....		138.00
Design Engineer/Senior Designer/Mapper.....		135.00
GIS Analyst.....		122.00
Designer/Planner.....		118.00
Project Coordinator.....		110.00
Graphic Artist.....		97.00
Environmental Analyst/Staff Planner.....		97.00
Design Technician.....		97.00
Assistant Engineer/Planner.....		93.00
Permit Processor.....		83.00
Engineering Aid/Planning Aid.....		75.00
Office Support/ Clerical.....		63.00
<u>FIELD PERSONNEL</u>		
2-Person Survey Crew.....		\$245.00
1-Person Survey Crew.....		155.00
Licensed Surveyor.....		175.00
Field Supervisor.....		172.00
<u>CONSTRUCTION MANAGEMENT PERSONNEL</u>		
Construction Manager.....		\$185.00
Resident Engineer/Project Manager.....		154.00
Senior Construction Inspector.....		123.00
Construction Inspector.....		118.00
Field Office Engineer.....		110.00
Construction Technician.....		95.00

Note:

Blueprinting, reproduction, messenger service and other direct expenses will be charged as an additional cost plus 15%. A Sub-consultant Management Fee of fifteen-percent (15%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance. Vehicle mileage will be charged as an additional cost at 0.60 per mile.

EXHIBIT C

1. INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1.1 Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

1.2 Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

1.3 Coverage Requirements.

1.3.1 Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

1.3.1.1 Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

1.3.2 General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with no endorsement or modification limiting the scope of coverage for liability assumed under a contract.

1.3.3 Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.

1.3.4 Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

1.4 Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1.4.1 Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

1.4.2 Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, but not including professional liability, shall provide or be endorsed to provide that City and its officers, officials, employees, and agents shall be included as insureds under such policies.

1.4.3 Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

1.4.4 Notice of Cancellation. All policies shall provide City with thirty (30) days notice of cancellation (except for nonpayment for which ten (10) days notice is required) or nonrenewal of coverage for each required coverage.

1.5 Additional Agreements Between the Parties. The parties hereby agree to the following:

1.5.1 Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

1.5.2 City's Right to Revise Requirements. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant sixty (60) days advance written notice of

such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

1.5.3 Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

1.5.4 Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

1.5.5 Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

1.5.6 City Remedies for Non Compliance If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

1.5.7 Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

1.5.8 Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

CERTIFICATE OF INSURANCE CHECKLIST

City of Newport Beach

This checklist is comprised of requirements as outlined by the City of Newport Beach. *

Date Received: 7/23/12 Dept./Contact Received From: Terresa Moritz
Date Completed: 10/17/12 Sent to: Terresa By: Joel
Company/Person required to have certificate: RBF Consulting
Type of contract: All Other

I. GENERAL LIABILITY

EFFECTIVE/EXPIRATION DATE: 6/30/12 to 6/30/13

- A. INSURANCE COMPANY: Liberty Mutual Fire Insurance Company
- B. AM BEST RATING (A- : VII or greater): A XV
- C. ADMITTED Company (Must be California Admitted):
Is Company admitted in California? ☒ Yes ☐ No
- D. LIMITS (Must be \$1M or greater): What is limit provided? \$2,000,000 / \$4,000,000
- E. ADDITIONAL INSURED ENDORSEMENT – please attach ☒ Yes ☐ No
- F. PRODUCTS AND COMPLETED OPERATIONS (Must include): Is it included? (completed Operations status does not apply to Waste Haulers or Recreation) ☒ Yes ☐ No
- G. ADDITIONAL INSURED FOR PRODUCTS AND COMPLETED OPERATIONS ENDORSEMENT (completed Operations status does not apply to Waste Haulers) ☒ Yes ☐ No
- H. ADDITIONAL INSURED WORDING TO INCLUDE (The City its officers, officials, employees and volunteers): Is it included? ☒ Yes ☐ No
- I. PRIMARY & NON-CONTRIBUTORY WORDING (Must be included): Is it included? ☒ Yes ☐ No
- J. CAUTION! (Confirm that loss or liability of the named insured is not limited solely by their negligence) Does endorsement include "solely by negligence" wording? ☐ Yes ☒ No
- K. ELECTED SCMAF COVERAGE (RECREATION ONLY): ☒ N/A ☐ Yes ☐ No
- L. NOTICE OF CANCELLATION: ☐ N/A ☒ Yes ☐ No

II. AUTOMOBILE LIABILITY

EFFECTIVE/EXPIRATION DATE: 6/30/12 to 6/30/13

- A. INSURANCE COMPANY: Liberty Mutual Fire Insurance Company
- B. AM BEST RATING (A- : VII or greater) A XV
- C. ADMITTED COMPANY (Must be California Admitted):
Is Company admitted in California? ☒ Yes ☐ No
- D. LIMITS - If Employees (Must be \$1M min. BI & PD and \$500,000 UM, \$2M min for Waste Haulers): What is limits provided? 1,000,000
- E. LIMITS Waiver of Auto Insurance / Proof of coverage (if individual) (What is limits provided?) N/A
- F. PRIMARY & NON-CONTRIBUTORY WORDING (For Waste Haulers only): ☒ N/A ☐ Yes ☐ No
- G. HIRED AND NON-OWNED AUTO ONLY: ☐ N/A ☐ Yes ☒ No
- H. NOTICE OF CANCELLATION: ☐ N/A ☒ Yes ☐ No

III. WORKERS' COMPENSATION

EFFECTIVE/EXPIRATION DATE: 6/30/12 to 6/30/13

- A. INSURANCE COMPANY: Liberty Insurance Corporation
- B. AM BEST RATING (A- : VII or greater): A XV
- C. ADMITTED Company (Must be California Admitted): ☒ Yes ☐ No
- D. WORKERS' COMPENSATION LIMIT: Statutory ☒ Yes ☐ No
- E. EMPLOYERS' LIABILITY LIMIT (Must be \$1M or greater) \$1,000,000
- F. WAIVER OF SUBROGATION (To include): Is it included? ☒ Yes ☐ No
- G. SIGNED WORKERS' COMPENSATION EXEMPTION FORM: ☒ N/A ☐ Yes ☐ No
- H. NOTICE OF CANCELLATION: ☐ N/A ☒ Yes ☐ No

ADDITIONAL COVERAGE'S THAT MAYBE REQUIRED

IV. PROFESSIONAL LIABILITY

☒ N/A ☐ Yes ☐ No

V POLLUTION LIABILITY

☒ N/A ☐ Yes ☐ No

V BUILDERS RISK

☒ N/A ☐ Yes ☐ No

**HAVE ALL ABOVE REQUIREMENTS BEEN MET?
IF NO, WHICH ITEMS NEED TO BE COMPLETED?**

☒ Yes ☐ No

Approved:



10/17/12

Agent of Alliant Insurance Services
Broker of record for the City of Newport Beach

Date

RISK MANAGEMENT APPROVAL REQUIRED (Non-admitted carrier rated less than ____;

Self Insured Retention or Deductible greater than \$_____) ☐ N/A ☐ Yes ☐ No

Reason for Risk Management approval/exception/waiver:

Approved:

Risk Management

Date

* Subject to the terms of the contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/11/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Pittsburgh PA Office Dominion Tower, 10th Floor 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (847) 953-5390
INSURED RBF Consulting PO Box 57057 Irvine CA 92619-7057 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Liberty Mutual Fire Ins Co	23035
	INSURER B: Liberty Insurance Corporation	42404
	INSURER C: Lloyds Syndicate No. 2623	1128623
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570047899028 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> BFPD, XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			TB2681004145712	06/30/2012	06/30/2013	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2-681-004145-722	06/30/2012	06/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$10,000			TH7681004145682	06/30/2012	06/30/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA768D004145692 AOS WC7681004145702 WI	06/30/2012	06/30/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	E&O-PL-Primary			QC1202675 Professional & Pollution SIR applies per policy terms & conditions	06/30/2012	06/30/2013	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Jamboree Road widening over SR-73; RBF JN 10-104114; Baker JN 129793. City of Newport Beach, its officers, officials, employees and agents are included as Additional Insured on the General Liability, Auto Liability and Umbrella Liability policies, but only with respect to work performed by or on behalf of the insured as required by written contract. General Liability coverage evidenced herein is primary and noncontributory to any insurance maintained by the City of Newport Beach. A waiver of subrogation against the City of Newport Beach is granted on the General Liability, Auto Liability and workers' Compensation as required by written contract.

CERTIFICATE HOLDER

City of Newport Beach 3300 Newport Blvd. Newport Beach CA 92663 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570047899028

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies only to "bodily injury" or "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
2. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and
3. Does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

The following provisions also apply:

1. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply.
2. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.
3. This endorsement shall not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement on this policy applies to that person or organization with regard to the "bodily injury" or "property damage".
4. If any other additional insured endorsement applies to any person or organization and you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for that additional insured, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply, regardless of whether the person or organization has available other valid and collectible insurance. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB2-681-004145-712

Audit Basis

Issued To



Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any person or organization with whom you have agreed in writing to waive any right of recovery prior to a loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB2-681-004145-712

Audit Basis

Issued To

Countersigned by



Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Truckers Coverage Form
Motor Carrier Coverage Form

SCHEDULE

Premium:

Name of Person or Organization:

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations of a covered auto done under contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

Policy No: AS2-681-004145-722
Effective Date: 1/1/2000
Expiration Date: 12/31/2000
Sales Office: 0387

Issued By:
Liberty Mutual Fire Insurance Co.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in KY, NH and NJ

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Schedule

Where required by contract or written agreement prior to loss

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WA7-68D-004145-692